

adidas Australia

Terms and Conditions

REEBOK x FRONING NANO X SOCIAL COMPETITION

Terms and Conditions

1. Information on how to enter and prizes form part of these Terms and Conditions.
2. By participating in the promotion, entrants acknowledge that they have read and understood these Terms and Conditions; and agree to be bound by them. Entries must be submitted in accordance with these Terms and Conditions to be valid.
3. The promotion commences on 3 August 2020 at 9:00am Australian Eastern Daylight Standard Time (**AEDST**) and entries close on 9 August 2020 at 11.59pm AEDST (**Promotion Period**).
4. The promotion is only open to "Eligible Entrants". Subject to these Terms and Conditions, an Eligible Entrant is a person who (a) is an Australian resident; (b) is 18 years of age or older at the time of entry; and (c) submits their entry into this promotion in accordance with these Terms and Conditions.
5. Employees, managers and directors of the Promoter and its related companies and suppliers and agencies involved in this promotion are not Eligible Entrants, nor are their immediate families.
6. Only one entry per person is permitted.
7. To enter the promotion, an entrant must during the Promotion Period, complete the mandatory fields within the entry form at https://signup.reebok.com/en_AU/reeboknanoxfroning
IMPORTANT: placing your vote and entry into the promotion subscribes you to the Reebok database. This means that, by entering into this promotion, you consent to Reebok Australia Pty Ltd using your personal data for marketing and opinion research purposes as outlined in our Privacy Notice (https://www.reebok.com.au/help-topics-privacy_policy.html) This includes analysing your overall interactions with Reebok (such as shopping history, use of social media and personal data you share with Reebok) to send you personalised commercial messages about Reebok products. You also agree that Reebok may contact you via email, SMS or through other communication channels provided by you. **IF YOU DO NOT CONSENT TO THESE USES OF YOUR PERSONAL INFORMATION, PLEASE DO NOT ENTER THIS PROMOTION.**
8. If an entrant's contact details change, it is the entrant's responsibility to notify the Promoter in writing.
9. All entries become the property of the Promoter.
10. The winner will be selected at random by an authorised representative of the Promoter. The prize draw will take place on 12 August 2020 at 9:00 am AEST at adidas Australia, Level 1, 37 Dunlop Road, Mulgrave, Victoria 3170.
11. The first entry drawn at random will receive:
 - (a) 1x pair of Reebok Nano X Rich Froning collaboration footwear as signed sample product. Product is sample only, with no market value.
 - (b) 1x pair of Reebok Nano X Rich Froning collaboration footwear, in winner's required footwear size
12. Total prize pool valued at \$200AUD.
13. The winner will be notified by email at the address nominated in their entry form (unless the entrant has notified the Promoter of a change to their contact details in accordance with clause 8) by 12 August 2020 and will have their names published on reebok.com.au on 12 August 2020.

14. The Promoter will use all reasonable efforts to contact an entrant selected as a winner but accepts no responsibility if an entrant cannot be contacted.
15. If necessary, in order to distribute any prize which is not claimed, a second chance draw will be conducted on 17 August 2020, at the same time and place as the original draw, subject to any written directions given by any relevant regulatory authority. Winning entries from the original draw will not be eligible to win unclaimed prizes. The winner will be notified by email (unless the entrant has notified the Promoter of a change to their contact details in accordance with clause 8) by 19 August 2020 and will have their names published on reebok.com.au on 19 August 2020.
16. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize, or any element of it, as stated. The Promoter reserves the right to substitute the prizes in whole or in part for something of equal or greater value in the event that any component of the prize is unavailable (subject to any applicable legislation). Prizes are not transferable, deferrable, exchangeable or redeemable for cash or product. The prize cannot be sold to any other person (including by online auction or private sale). Unused portions of prizes will be forfeited, and no compensation will be payable in lieu of that element of the prize.
17. Prizes will only be delivered to addresses in Australia. Prizes will be sent by post from the Promoter's head office to the address stated on the entry form (unless the entrant has notified the Promoter of a change to their contact details in accordance with clause 8). Winners should allow 28 days from the prize draw for delivery of their prize. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
18. Nothing in these Terms and Conditions limits, excludes or modifies any rights under the Australian Consumer Law or other applicable law. Except for any liability that cannot by law be excluded (in which case that liability is limited to the maximum extent allowable by law), the Promoter (including its officers, employees and agents) excludes all liability for any death, personal injury, loss or damage (including loss of opportunity and whether direct, indirect, special or consequential) suffered or incurred by any person (whether or not arising from any person's negligence) arising in any way out of or in connection with the promotion, the awarding or provision of any prizes, use of or participation in any of the prizes or the marketing of the promotion.
19. The Promoter reserves the right to disqualify any entries in its absolute discretion. For example, the Promoter may disqualify: (a) any entrants or entries that tamper with, or attempt to tamper with the entry process; (b) incomplete, indecipherable or illegible entries or entries containing false information or incorrect contact details; (c) any entries that contain material that is obscene, indecent, objectionable, defamatory, libellous or otherwise contravenes an applicable law or infringes any third party's rights; and (d) any entries that the Promoter considers inappropriate for any reason.
20. The Promoter reserves the right, at any time, to verify the validity of entries and the details provided by entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions. The identification necessary for verification is at the sole discretion of the Promoter. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
21. All entrants who are selected as winners consent to the Promoter using their name, image, likeness, character, voice or anything else that identifies them without remuneration in any media worldwide (including without limitation in national print media, on the Promoter's website and in other promotional material) for a reasonable time to publicise this promotion (including any outcome).
22. **Privacy Statement.** The Promoter collects entrants' personal information, and may disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and related bodies corporate, and, as required, to Australian regulatory authorities, in order to conduct, administer and publicise the promotion. By entering the promotion, entrants' consent to the Promoter using their personal information and sending them information in accordance with the Promoter's Privacy Policy (available at http://www.adidas.com.au/help-topics-privacy_policy.html) and otherwise agree to the terms of the Promoter's Privacy Policy. Without limitation, the Promoter and its related bodies

corporate may, for an indefinite period unless and until otherwise advised by the entrant, use entrants' personal information for marketing, advertising and opinion research purposes, including sending electronic messages or telephoning the entrant. This includes sending entrants information about adidas Group products. Entrants can advise the Promoter at any time if they no longer wish to receive marketing communications from the Promoter, by contacting the Promoter at the address below or in accordance with the Promoter's Privacy Policy. Some of the Promoter's agents, contractors, service providers, prize suppliers and related bodies corporate may be located overseas, including in Germany, Switzerland, United Kingdom and/or United States of America, and as a result the entrant's personal information may be disclosed overseas. If an entrant does not provide the information requested, they may not be able to enter the promotion. The Promoter's Privacy Policy contains information about how entrants can gain access to or seek correction of personal information that the Promoter holds about them. It also contains information about how entrants can make a privacy complaint and how the Promoter will deal with it.

Entrants' personal information may also be disclosed to State and Territory lottery departments and winners' names will be published in accordance with these Terms and Conditions and as required under relevant lottery legislation.

23. Each entrant must comply with these Terms and Conditions. Each entrant indemnifies and will keep indemnified the Promoter in relation to all loss and damage whatsoever which is suffered (including but not limited to indirect or consequential loss) by the Promoter as a direct or indirect result of the entrant acting inconsistently with or breaching any part of these Terms and Conditions.
24. The Promoter does not accept any responsibility for late, lost, incomplete, incomprehensible, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. All entries are deemed to be received at the time of receipt in the promotional database.
25. The Promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination of these, or any other technical failures including any damage to an entrant's (or any other person's) mobile handset or computer related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion. Entrants acknowledge that the Internet is not a secure medium and that the Promoter is not responsible for the security of on-line entries.
26. If for any reason this promotion is not capable of running as planned, including as a result of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity, safety or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion, subject to any applicable legislation.
27. The Promoter's decision on all aspects relating to this promotion is final and no correspondence will be entered into.
28. Entrants acknowledge that the promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram and Facebook and release Instagram and Facebook from all liability arising in respect of the promotion.
29. The Promoter is adidas Australia Pty Ltd (ABN 80 058 390 659) of Level 1, 37 Dunlop Road, Mulgrave, Victoria 3170. Telephone: +61 3 9263 5299